

# EXHIBIT G

Plaintiff's Objections and Responses to  
Defendants' Second Requests for Production of  
Documents (Nos. 139 – 163), served November  
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# EXHIBIT G

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

UNIVERSAL ENTERTAINMENT  
CORPORATION, a Japanese corporation,

Plaintiff,

vs.

ARUZE GAMING AMERICA, INC., a  
Nevada corporation, KAZUO OKADA, an  
individual

Defendants.

**CASE NO.: 2:18-CV-585 (RFB) (GWF)**

**PLAINTIFF'S OBJECTIONS AND  
RESPONSES TO DEFENDANTS' SECOND  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS (NOS. 139 – 163)**

**PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANTS' SECOND  
REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 139 – 163)**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Universal Entertainment Corp. (“UEC” or “Plaintiff”) hereby submits the following Objections and Responses to “Aruze Gaming America, Inc. and Kazuo Okada’s Requests for Production of Documents (Second Set).” Other parties that have been named by Defendants’ in its Counterclaims have not filed a Reply or otherwise moved pursuant to Rule 12. Accordingly, these parties are not under any obligation to provide objections and responses or to produce any information at this time. Therefore, the below objections and responses and any documents produced pursuant hereto are on behalf of Plaintiff Universal Entertainment Corp. alone.

These objections and responses are made on the basis of information currently available and without prejudice to the right to produce evidence of any subsequently discovered fact or information, to add, modify or otherwise change, amend or supplement its response as appropriate or to correct any inadvertent errors, mistakes or omissions.

### **GENERAL OBJECTIONS**

1. Plaintiff incorporates by reference these General Objections into each and every specific response below. From time to time a specific response may repeat a General Objection for emphasis or for other reasons. The omission of any General Objection in any specific response to a Request for Production is not intended to be and should not be construed as a waiver or limitation of any General Objection to that response. The inclusion of any specific objection in a specific response to a Request for Production is not intended to be and should not be construed as a waiver or limitation of any General Objection or specific objection made herein or that may be asserted at another date.

2. Plaintiff objects to the Instructions and Definitions, to the extent they seek to impose any requirement or discovery obligation on Plaintiff greater or different than those imposed by the Court, the Federal Rules of Civil Procedure and/or the Local Rules of Practice in Civil Proceedings before the United States District Court for the District of Nevada (“Local Rules”).

3. Plaintiff objects to the Instructions and Definitions to the extent they seek information or documents protected, privileged, immune or otherwise exempt from discovery pursuant to the Court, the Federal Rules of Civil Procedure, the Local Rules or any other applicable

rule, decision, or law, including the attorney-client privilege, and the work product doctrine. The provision of any privileged information or document by Plaintiff is unintentional, and Plaintiff does not intend to waive any applicable objection or privilege as a result of such production.

4. Plaintiff objects to the Instructions and Definitions to the extent that they seek information or documents covered under a privilege for trade secrets and other confidential and proprietary information. Plaintiff will identify such documents only subject to the terms of the Protective Order entered in this case to protect the confidential nature of such information and documents.

5. Plaintiff objects to the Instructions and Definitions to the extent they seek information for time periods beyond those relevant to the issues in this case as overly broad, unduly burdensome, oppressive, not reasonably calculated to lead to the discovery of admissible evidence, and otherwise beyond the scope of discovery under the Federal Rules of Civil Procedure and/or the Local Rules.

6. Plaintiff objects to the Requests for Production to the extent they constitute an abuse of process, particularly when the Request is unduly burdensome in view of the cost necessary to investigate and comply weighed against Defendants' need for information.

7. Plaintiff objects to the Requests for Production as unduly burdensome to the extent that they seek information already in the possession, custody or control of the Defendants.

8. Plaintiff objects to the Definitions and Instructions to the extent that they seek information or documents not within Plaintiff's knowledge, possession, custody or control.

9. Plaintiff objects to the Requests for Production to the extent that they seek the discovery of information that is within the possession, custody or control of third parties.

10. Plaintiff objects to the Requests for Production as unduly burdensome to the extent that they seek information available from public sources, which can be readily accessed by Defendants.

11. Plaintiff objects to the Requests for Production to the extent they seek information or documents to the extent that it is neither relevant to this case nor reasonably calculated to lead to the discovery of admissible evidence.

12. Plaintiff objects to the Requests for Production to the extent they seek identification of “all” or “every” fact, document, and/or persons or to the extent they seek to “fully identify” a person or entity that refers or relates to a particular subject on the grounds of over breadth, undue burden and expense. Plaintiff is making reasonable searches for information relevant to the issues raised in this case, including documents of the type that are the subject of the Requests for Production. If any additional responsive, non-privileged, non-immune, relevant information is discovered in the course of any further or continuing searches, it will be identified and/or produced in accordance with the Federal Rules of Civil Procedure and/or the Local Rules.

13. Plaintiff objects to the Requests for Production to the extent they call for a legal opinion or conclusion in formulating a response. Any response or production of information by Plaintiff shall not be construed as providing a legal conclusion regarding the meaning or application of any terms or phrases used in the discovery requests.

14. Plaintiff objects to the Requests for Production to the extent that they call for the production of information subject to the Attorney-Client Privilege, Work Product Doctrine or any other similar privilege or immunity from production under the laws of the United States or any foreign jurisdiction, as applicable.

15. Plaintiff objects to the Requests for Production to the extent that they purport to request information from parties other than Plaintiff Universal Entertainment Corp. Other parties named in Defendants’ Counterclaims have, at the time this document was served, not filed a Reply or otherwise moved the Court pursuant to Rule 12 and may in fact not properly be parties to this case’s present discovery plan. Accordingly, these objections and responses are made on behalf of Plaintiff Universal Entertainment Corp. alone and any production of documents or other information pursuant hereto is made on behalf of Plaintiff Universal Entertainment Corp. alone.

#### **INSTRUCTIONS AND DEFINITIONS**

1. Plaintiff/Counter-Defendants’ responses to these requests shall comply with FRCP 34(b)(2), in that for all items produced pursuant to these requests, Plaintiff/Counter-Defendants shall “organize and label them to correspond with the categories in the request.”

2. As used in these requests, the following terms are defined as follows:

1           a.       **“AGA”** refers to the Defendant/Counter-Claimant in this action identified as  
2 Aruze Gaming America, Inc., including but not limited to its known predecessors, successors,  
3 parents, subsidiaries, divisions and affiliates (excluding UEC and Aruze), and each of their  
4 respective current and former officers, directors, agents, attorneys, accountants, employees,  
5 representatives, partners, consultants, contractors, advisors, and other persons occupying similar  
6 positions or performing similar functions, and all other persons acting or purporting to act on its  
7 behalf or under its control.

8           b.       **“Aruze”** refers to the Counter-Defendant in this action identified as Aruze  
9 USA, Inc., including but not limited to its predecessors, successors, parents, subsidiaries, divisions  
10 and affiliates (excluding AGA), and each of their respective current and former officers, directors,  
11 agents, attorneys, accountants, employees, representatives, partners, consultants, contractors,  
12 advisors, and other persons occupying similar positions or performing similar functions, and all  
13 other persons acting or purporting to act on its behalf or under its control.

14           c.       **“Concerning”** means constituting, relating to, pertaining to, referring to,  
15 alluding to, responding to, in connection with, commenting on, in response to, regarding,  
16 explaining, discussing, showing, describing, studying, reflecting, analyzing, supporting or  
17 contradicting.

18           d.       **“Document(s)”** or **“Communication(s)”** mean the original, or a copy when  
19 the original is not available, and each non-identical copy, including those which are non-identical  
20 by reason of notations or markings of: papers, tapes, drives, discs, or other substances on which  
21 **Communications**, data, or information is recorded or stored, whether made by manual, mechanical,  
22 photographic or electronic process. This definition includes all drafts or superseded revisions of  
23 each document. As used herein, “document(s)” and **“Communications”** includes, but is not limited  
24 to: e-mail, text messages, books, pamphlets, periodicals, letters, reports, memoranda, handwritten  
25 notes, notations, messages, telegrams, cables, records, drafts, diaries, studies, analyses, summaries,  
26 magazines, circulars, bulletins, instructions, minutes, photographs, purchase orders, bills, checks,  
27 tabulations, calendars, charge slips, questionnaires, surveys, drawings, sketches, working papers,  
28 charts, graphs, indexes, taped correspondence, records of purchase of sale, contracts, agreements,

1 leases, invoices, expense records, trip reports, releases, appraisals, valuations, estimates, opinions,  
2 financial statements, accounting records, income statements, electronic or other transcriptions or  
3 taping of telephone or personal conversations or conferences or any and all other written, printed,  
4 typed, punched, taped, filed or graphic matter or tangible thing, of whatever description, however  
5 produced or reproduced (including computer stored or generated data, together with instructions and  
6 programs necessary to search or retrieve such data), and shall include all attachments and enclosures  
7 to any requested item, which shall not be separated from the item to which they are attached or  
8 enclosed. **“Documents”** also includes any records maintained by computer or other electronic  
9 media, including disk, CD-ROM, DVD or other devices. **“Documents”** include electronically stored  
10 information (**“ESI”**) associated with requested documents, including, without limitation email,  
11 voicemail, documents, spreadsheets, calendars, and any other information existing in electronic  
12 format (e.g. Word, Excel, Outlook, .pdf, .tif, .jpg, .wav). **“Documents”** also includes any physical  
13 things.

14 e. **“2014 Settlement Agreement”** refers to the Settlement Agreement effective  
15 December 26, 2014 between Universal Entertainment Corporation and Aruze Gaming America, Inc.  
16 produced as AGA00004887.

17 f. **“2015 Letter of Understanding”** refers to the letter of understanding  
18 effective December 31, 2015 between Universal Entertainment Corporation and Aruze Gaming  
19 America, Inc. produced as AGA00004892.

20 g. **“June 8, 2010 UEC Press Release”** refers to the UEC Press Release, dated  
21 June 8, 2010, entitled “Announcement Regarding the Variance between the Business Forecast and  
22 Actual Results for the Full Fiscal Year Ended March 31, 2010, Posting of Non-operating Loss and  
23 Extraordinary Loss and Revision of Dividend Forecast” produced as AGA00005731.

24 h. **“UEC”** or **“Plaintiff”** refers to the Plaintiff/Counter-Defendant in this action  
25 identified as Universal Entertainment Corporation, including but not limited to its predecessors,  
26 successors, parents, subsidiaries, divisions and affiliates, and each of their respective current and  
27 former officers, directors, agents, attorneys, accountants, employees, representatives, partners,  
28 consultants, contractors, advisors, and other persons occupying similar positions or performing

1 similar functions, and all other persons acting or purporting to act on its behalf or under its control.

2 3. Words in the singular include their plural meaning, and vice versa. The past tense  
3 includes the present tense where the clear meaning is not distorted by a change of tense, and words  
4 used in the masculine gender shall include the feminine gender.

5 4. The words “and” and “or” shall be individually interpreted in every instance as  
6 meaning “and/or” and shall not be interpreted to exclude any information within the scope of any  
7 request.

8 5. References to persons and other entities include their agents, employees,  
9 representatives, and attorneys.

10 6. These requests require production of **Documents**, including documents,  
11 electronically stored information or things, that are in your possession, custody or control, and  
12 **Documents** that are in the possession, custody or control of your agents, employees, accountants,  
13 attorneys, representatives, or other persons who have documents deemed to be in your possession,  
14 custody or control.

15 7. If you contend that you are entitled to withhold from production any or all  
16 **Documents** identified herein on the basis of attorney/client privilege, work product doctrine, or  
17 other ground, then do the following with respect to each and every document:

18 a. Describe the nature of the document, in sufficient particularity to identify it  
19 and to enable you to identify or disclose it in response to an order of the court, including the date  
20 and subject matter of such document;

21 b. Identify the person(s) who prepared the document;

22 c. Identify the person(s) who sent and received the original and a copy of the  
23 document, or to whom the document was circulated, or its contents communicated or disclosed;  
24 and

25 d. State the basis upon which you contend you are entitled to withhold the  
26 document from production.

27 8. Whenever a document is not produced in full (as, for example, when material is  
28 excerpted or redacted from a document), state with particularity the reason or reasons why the



document was not produced in full, and describe to the best of your knowledge, information, or belief and with as much particularity as possible, those portions of the document that are not produced, including the content or substance of the content thereof.

9. If **Documents** existed that were responsive to any of these requests, but you contend that such **Documents** no longer exist or are not within your possession, custody or control, then do the following with respect to each and every document:

a. Describe the nature of the document, in sufficient particularity to identify it and to enable the answering party to identify or disclose it in response to an order of the court, including the date and subject matter of such document;

b. Identify the person(s) who prepared the document;

c. Identify the person(s) who sent and received the original and a copy of the document, or to whom the document was circulated, or its contents communicated or disclosed; and

d. State the circumstances which prevent production of the document.

10. Electronic records and computerized information shall be produced in an intelligible and readable format and shall be accompanied by a description of the system from which they were obtained, including a description of the database or other software utilized with respect to such data.

11. Unless otherwise specifically stated, all requests call for production of **Documents** prepared, received, or dated at any time prior to and including the date of production.

12. With respect to any category of **Documents** whose production you contend is in some way “burdensome” or “oppressive,” please state the specific reason for that objection.

13. These requests are continuing and, to the extent required by the Federal Rules of Civil Procedure, you must promptly produce such additional responsive **Documents** as may hereafter be located or acquired by you.

14. The answering party shall produce the **Documents** as they are kept in the usual course of business or organize and label the **Documents** to correspond with the categories in these requests. If the original is not in your custody, then you are to produce a copy thereof, and all non-identical copies which differ from the original or from the other copies produced for any reason

1 including the making of notes thereon.

2 15. These Requests are intended to encompass any electronically stored information or  
3 any data or information maintained in any form.

4 16. Unless the parties agree otherwise, Defendants/Counter-Claimants request  
5 production in the form set forth in the parties ESI Agreement.

6  
7 **OBJECTIONS AND RESPONSES**

8 **REQUEST NO. 139:**

9 Please produce all Documents Concerning the 2014 Settlement Agreement, including but not  
10 limited to any drafts in English or Japanese.

11 **OBJECTIONS AND RESPONSE:**

12 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
13 Instructions as if fully set forth herein.

14 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
15 purports to request the production of “all” or “each and every” document in the requested category  
16 of documents. Such a request for all documents is unduly burdensome in particular given the  
17 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
18 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
19 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
20 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
21 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
22 request the production of information subject to the attorney-client privilege, the work product  
23 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
24 burdensome to the extent it purports to request documents that are, or should be, within the  
25 possession custody and control of one or more of the Defendants.

26 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and  
27 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
28 to the extent that such information exists.

**REQUEST NO. 140:**

Please produce all Documents Concerning the “corresponding records of UEC” which are referenced in the third “Whereas” clause of the 2014 Settlement Agreement which states: “Whereas, the AGA Group accounting records state the net amount due from the AGA Group to UEC as being substantially higher than the corresponding records of UEC; and” (emphasis added).

**OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate or overlap in subject matter with other requests propounded by the Defendants.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

**REQUEST NO. 141:**

Please produce all Documents Concerning the Japanese version of the third “Whereas” clause of the

2014 Settlement Agreement where the English translation states: “Whereas, the AGA Group accounting records state the net amount due from the AGA Group to UEC as being substantially higher than the corresponding records of UEC; and.”

**OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate or overlap in subject matter with other requests propounded by the Defendants.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

**REQUEST NO. 142:**

Please produce all Documents Concerning UEC’s “payables and receivables [and] Debts” which is referenced in the fourth “Whereas” clause of the 2014 Settlement Agreement which states: “Whereas, the Parties wish to offset their respective payables and receivables, Debts, and

consolidate the net amount due onto one note, this Agreement, which will provide certainty as the amount and timing of future cash flows associated with the net debt between the Parties.” (emphasis added).

#### **OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate or overlap in subject matter with other requests propounded by the Defendants.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

#### **REQUEST NO. 143:**

Please produce all Documents Concerning UEC’s “net debt” which is referenced in the fourth “Whereas” clause of the 2014 Settlement Agreement which states: “Whereas, the Parties wish to offset their respective payables and receivables, Debts, and consolidate the net amount due onto one

note, this Agreement, which will provide certainty as the amount and timing of future cash flows associated with the net debt between the Parties.”(emphasis added).

### **OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate or overlap in subject matter with other requests propounded by the Defendants.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

### **REQUEST NO. 144:**

Please produce all Documents Concerning the Japanese version of the fourth “Whereas” clause of the 2014 Settlement Agreement where the English translation states: “Whereas, the Parties wish to offset their respective payables and receivables, Debts, and consolidate the net amount due onto one note, this Agreement, which will provide certainty as the amount and timing of future cash flows

1 associated with the net debt between the Parties.”

2 **OBJECTIONS AND RESPONSE:**

3 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
4 Instructions as if fully set forth herein.

5 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
6 purports to request the production of “all” or “each and every” document in the requested category  
7 of documents. Such a request for all documents is unduly burdensome in particular given the  
8 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
9 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
10 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
11 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
12 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
13 request the production of information subject to the attorney-client privilege, the work product  
14 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
15 burdensome to the extent it purports to request documents that are, or should be, within the  
16 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
17 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
18 requests propounded by the Defendants.

19 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and  
20 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
21 to the extent that such information exists.

22  
23 **REQUEST NO. 145:**

24 Please produce all Documents Concerning “any Claims Related to the Debts” which is referenced in  
25 Section 2 of the 2014 Settlement Agreement which states: “2. Mutual Releases. Each Party to this  
26 Agreement hereby releases, acquits and forever unconditionally and irrevocably discharges the  
27 other Party, its predecessors, successors and related entities, (collectively, the “Released Party”)  
28 from any and all claims, which the other Party and its affiliates, successors, assigns, and any other

1 entities otherwise owned, managed or controlled by the releasing party, ever had, now have or  
 2 hereafter can, shall or may have as of the Effective Date solely with respect to the Debts (“Claims”).  
 3 This shall constitute a general release of the other Released Party, severally and collectively, with  
 4 respect to any Claims related to the Debts, and will constitute complete satisfaction of all such  
 5 actual or potential debts and obligations of the Released Party related thereto. This mutual release  
 6 shall not include any debts or obligations incurred after the Effective Date of this Agreement  
 7 between the Parties. (emphasis added).

#### 8 **OBJECTIONS AND RESPONSE:**

9 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
 10 Instructions as if fully set forth herein.

11 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
 12 purports to request the production of “all” or “each and every” document in the requested category  
 13 of documents. Such a request for all documents is unduly burdensome in particular given the  
 14 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
 15 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
 16 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
 17 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
 18 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
 19 request the production of information subject to the attorney-client privilege, the work product  
 20 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
 21 burdensome to the extent it purports to request documents that are, or should be, within the  
 22 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
 23 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
 24 requests propounded by the Defendants.

25 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and  
 26 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
 27 to the extent that such information exists.  
 28



**REQUEST NO. 146:**

Please produce all Documents Concerning Section 2 of the 2014 Settlement Agreement which states: “2. Mutual Releases. Each Party to this Agreement hereby releases, acquits and forever unconditionally and irrevocably discharges the other Party, its predecessors, successors and related entities, (collectively, the “Released Party”) from any and all claims, which the other Party and its affiliates, successors, assigns, and any other entities otherwise owned, managed or controlled by the releasing party, ever had, now have or hereafter can, shall or may have as of the Effective Date solely with respect to the Debts (“Claims”). This shall constitute a general release of the other Released Party, severally and collectively, with respect to any Claims related to the Debts, and will constitute complete satisfaction of all such actual or potential debts and obligations of the Released Party related thereto. This mutual release shall not include any debts or obligations incurred after the Effective Date of this Agreement between the Parties.”

**OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate or overlap in subject matter with other

1 requests propounded by the Defendants.

2 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
3 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
4 to the extent that such information exists.

5  
6 **REQUEST NO. 147:**

7 Please produce all Documents Concerning the Japanese version of Section 2 of the 2014 Settlement  
8 Agreement where the English translation states: "2. Mutual Releases. Each Party to this Agreement  
9 hereby releases, acquits and forever unconditionally and irrevocably discharges the other Party, its  
10 predecessors, successors and related entities, (collectively, the "Released Party") from any and all  
11 claims, which the other Party and its affiliates, successors, assigns, and any other entities otherwise  
12 owned, managed or controlled by the releasing party, ever had, now have or hereafter can, shall or  
13 may have as of the Effective Date solely with respect to the Debts ("Claims"). This shall constitute  
14 a general release of the other Released Party, severally and collectively, with respect to any Claims  
15 related to the Debts, and will constitute complete satisfaction of all such actual or potential debts  
16 and obligations of the Released Party related thereto. This mutual release shall not include any debts  
17 or obligations incurred after the Effective Date of this Agreement between the Parties."

18 **OBJECTIONS AND RESPONSE:**

19 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
20 Instructions as if fully set forth herein.

21 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
22 purports to request the production of "all" or "each and every" document in the requested category  
23 of documents. Such a request for all documents is unduly burdensome in particular given the  
24 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request  
25 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
26 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
27 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
28 of potentially responsive information. Plaintiff objects to this request to the extent it purports to

1 request the production of information subject to the attorney-client privilege, the work product  
2 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
3 burdensome to the extent it purports to request documents that are, or should be, within the  
4 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
5 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
6 requests propounded by the Defendants.

7 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
8 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
9 to the extent that such information exists.

10  
11 **REQUEST NO. 148:**

12 Please produce all Documents Concerning the 2015 Letter of Understanding, including but not  
13 limited to any drafts in English or Japanese.

14 **OBJECTIONS AND RESPONSE:**

15 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
16 Instructions as if fully set forth herein.

17 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
18 purports to request the production of "all" or "each and every" document in the requested category  
19 of documents. Such a request for all documents is unduly burdensome in particular given the  
20 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request  
21 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
22 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
23 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
24 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
25 request the production of information subject to the attorney-client privilege, the work product  
26 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
27 burdensome to the extent it purports to request documents that are, or should be, within the  
28 possession custody and control of one or more of the Defendants.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
2 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
3 to the extent that such information exists.

4  
5 **REQUEST NO. 149:**

6 Please produce all Documents Concerning the opening paragraph of the 2015 Letter of  
7 Understanding which states: "This letter of understanding is effective as of December 31, 2015 and  
8 is between Aruze Gaming America, Inc. ("AGA"), including its branches, affiliates and subsidiaries  
9 (collectively, the "Aruze Group"), and Universal Entertainment Corporation, including its branches,  
10 affiliates and subsidiaries ("UEC")."

11 **OBJECTIONS AND RESPONSE:**

12 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
13 Instructions as if fully set forth herein.

14 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
15 purports to request the production of "all" or "each and every" document in the requested category  
16 of documents. Such a request for all documents is unduly burdensome in particular given the  
17 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request  
18 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
19 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
20 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
21 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
22 request the production of information subject to the attorney-client privilege, the work product  
23 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
24 burdensome to the extent it purports to request documents that are, or should be, within the  
25 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
26 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
27 requests propounded by the Defendants.

28 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and

1 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
2 to the extent that such information exists.

3  
4 **REQUEST NO. 150:**

5 Please produce all Documents Concerning the Japanese version of the opening paragraph of the  
6 2015 Letter of Understanding which states: “This letter of understanding is effective as of  
7 December 31, 2015 and is between Aruze Gaming America, Inc. (“AGA”), including its branches,  
8 affiliates and subsidiaries (collectively, the “Aruze Group”), and Universal Entertainment  
9 Corporation, including its branches, affiliates and subsidiaries (“UEC”).”

10 **OBJECTIONS AND RESPONSE:**

11 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
12 Instructions as if fully set forth herein.

13 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
14 purports to request the production of “all” or “each and every” document in the requested category  
15 of documents. Such a request for all documents is unduly burdensome in particular given the  
16 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
17 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
18 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
19 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
20 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
21 request the production of information subject to the attorney-client privilege, the work product  
22 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
23 burdensome to the extent it purports to request documents that are, or should be, within the  
24 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
25 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
26 requests propounded by the Defendants.

27 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and  
28 search, Plaintiff will produce responsive, non-privileged information within its custody and control

1 to the extent that such information exists.

2  
3 **REQUEST NO. 151:**

4 Please produce all Documents Concerning Section 6 of the 2015 Letter of Understanding which  
5 states: “6. Mutual Releases. Each party to this letter of understanding hereby releases, acquits and  
6 irrevocably discharges the other party, and its related entities (collectively, the “Released Party”)  
7 from any and all claims, and upon final payment of the amounts as provided for herein will  
8 constitute complete satisfaction of all such actual or potential debts and obligations of the Released  
9 Party related thereto. This mutual release shall not include any debts or obligations incurred after  
10 the effective date of this letter of understanding between the parties.”

11 **OBJECTIONS AND RESPONSE:**

12 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
13 Instructions as if fully set forth herein.

14 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
15 purports to request the production of “all” or “each and every” document in the requested category  
16 of documents. Such a request for all documents is unduly burdensome in particular given the  
17 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
18 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
19 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
20 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
21 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
22 request the production of information subject to the attorney-client privilege, the work product  
23 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
24 burdensome to the extent it purports to request documents that are, or should be, within the  
25 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
26 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
27 requests propounded by the Defendants.

28 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and

1 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
2 to the extent that such information exists.

3  
4 **REQUEST NO. 152:**

5 Please produce all Documents Concerning the Japanese version of Section 6 of the 2015 Letter of  
6 Understanding which states: “6. Mutual Releases. Each party to this letter of understanding hereby  
7 releases, acquits and irrevocably discharges the other party, and its related entities (collectively, the  
8 “Released Party”) from any and all claims, and upon final payment of the amounts as provided for  
9 herein will constitute complete satisfaction of all such actual or potential debts and obligations of  
10 the Released Party related thereto. This mutual release shall not include any debts or obligations  
11 incurred after the effective date of this letter of understanding between the parties.”

12 **OBJECTIONS AND RESPONSE:**

13 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
14 Instructions as if fully set forth herein.

15 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
16 purports to request the production of “all” or “each and every” document in the requested category  
17 of documents. Such a request for all documents is unduly burdensome in particular given the  
18 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
19 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
20 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
21 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
22 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
23 request the production of information subject to the attorney-client privilege, the work product  
24 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
25 burdensome to the extent it purports to request documents that are, or should be, within the  
26 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
27 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
28 requests propounded by the Defendants.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
 2 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
 3 to the extent that such information exists.

4  
 5 **REQUEST NO. 153:**

6 Please produce all Documents Concerning "all such actual or potential debts and obligations of the  
 7 Released Party related thereto" which is referenced in Section 6 of the 2015 Letter of Understanding  
 8 which states: "6. Mutual Releases. Each party to this letter of understanding hereby releases, acquits  
 9 and irrevocably discharges the other party, and its related entities (collectively, the "Released  
 10 Party") from any and all claims, and upon final payment of the amounts as provided for herein will  
 11 constitute complete satisfaction of all such actual or potential debts and obligations of the Released  
 12 Party related thereto. This mutual release shall not include any debts or obligations incurred after  
 13 the effective date of this letter of understanding between the parties." (emphasis added).

14 **OBJECTIONS AND RESPONSE:**

15 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
 16 Instructions as if fully set forth herein.

17 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
 18 purports to request the production of "all" or "each and every" document in the requested category  
 19 of documents. Such a request for all documents is unduly burdensome in particular given the  
 20 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request  
 21 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
 22 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
 23 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
 24 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
 25 request the production of information subject to the attorney-client privilege, the work product  
 26 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
 27 burdensome to the extent it purports to request documents that are, or should be, within the  
 28 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as



1 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
2 requests propounded by the Defendants.

3 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
4 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
5 to the extent that such information exists.

6  
7 **REQUEST NO. 154:**

8 Please produce all Documents Concerning UEC's evaluation and approval of the 2015 Letter of  
9 Understanding, including but not limited to communications involving Masaaki Inoue.

10 **OBJECTIONS AND RESPONSE:**

11 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
12 Instructions as if fully set forth herein.

13 Plaintiff objects to this request as vague and ambiguous in its use of the following terms,  
14 which are subject to more than one reasonable interpretation: "evaluation and approval". Plaintiff  
15 will undertake to interpret these terms as they would in ordinary usage given the context. Plaintiff  
16 objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the  
17 production of "all" or "each and every" document in the requested category of documents. Such a  
18 request for all documents is unduly burdensome in particular given the extremely broad definitions  
19 of "Document" supplied by Defendants and, consequently, the request purports to require Plaintiff  
20 to collect documents from potentially every employee, agent or attorney of Plaintiff rather than  
21 conduct a reasonable investigation that collects responsive documents from a reasonable list of  
22 custodians whose job responsibilities would indicate that they were in possession of potentially  
23 responsive information. Plaintiff objects to this request to the extent it purports to request the  
24 production of information subject to the attorney-client privilege, the work product doctrine or any  
25 other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to  
26 the extent it purports to request documents that are, or should be, within the possession custody and  
27 control of one or more of the Defendants. Plaintiff objects to this request to the extent that it  
28 purports to request information that is outside of the possession, custody or control of

1 Plaintiff. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate  
2 or overlap in subject matter with other requests propounded by the Defendants.

3 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
4 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
5 to the extent that such information exists.

6  
7 **REQUEST NO. 155:**

8 Please produce all Documents Concerning UEC's evaluation and approval of the 2014 Settlement  
9 Agreement.

10 **OBJECTIONS AND RESPONSE:**

11 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
12 Instructions as if fully set forth herein.

13 Plaintiff objects to this request as vague and ambiguous in its use of the following terms,  
14 which are subject to more than one reasonable interpretation: "evaluation and approval". Plaintiff  
15 will undertake to interpret these terms as they would in ordinary usage given the context. Plaintiff  
16 objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the  
17 production of "all" or "each and every" document in the requested category of documents. Such a  
18 request for all documents is unduly burdensome in particular given the extremely broad definitions  
19 of "Document" supplied by Defendants and, consequently, the request purports to require Plaintiff  
20 to collect documents from potentially every employee, agent or attorney of Plaintiff rather than  
21 conduct a reasonable investigation that collects responsive documents from a reasonable list of  
22 custodians whose job responsibilities would indicate that they were in possession of potentially  
23 responsive information. Plaintiff objects to this request to the extent it purports to request the  
24 production of information subject to the attorney-client privilege, the work product doctrine or any  
25 other recognized privilege or immunity. Plaintiff objects to this request to the extent that it purports  
26 to request information that is outside of the possession, custody or control of Plaintiff. Plaintiff  
27 objects to this request as overly burdensome to the extent it purports to duplicate or overlap in  
28 subject matter with other requests propounded by the Defendants.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
2 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
3 to the extent that such information exists.

4  
5 **REQUEST NO. 156:**

6 Please produce all Documents Concerning communications between UEC and its external auditors  
7 involving any payables or receivables between UEC and AGA from January 1, 2010 to present.

8 **OBJECTIONS AND RESPONSE:**

9 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
10 Instructions as if fully set forth herein.

11 Plaintiff objects to this request as vague and ambiguous in its use of the following terms,  
12 which are subject to more than one reasonable interpretation: "external auditors". Plaintiff will  
13 undertake to interpret these terms as they would in ordinary usage given the context. Plaintiff  
14 objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the  
15 production of "all" or "each and every" document in the requested category of documents. Such a  
16 request for all documents is unduly burdensome in particular given the extremely broad definitions  
17 of "Document" supplied by Defendants and, consequently, the request purports to require Plaintiff  
18 to collect documents from potentially every employee, agent or attorney of Plaintiff rather than  
19 conduct a reasonable investigation that collects responsive documents from a reasonable list of  
20 custodians whose job responsibilities would indicate that they were in possession of potentially  
21 responsive information. Plaintiff objects to this request to the extent it purports to request  
22 information that is neither relevant to the subject matter of this lawsuit nor reasonably calculated to  
23 lead to the discovery of admissible evidence.

24 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
25 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
26 to the extent that such information exists.

**REQUEST NO. 157:**

Please produce all Documents Concerning the negotiations of the 2015 Letter of Understanding between UEC and AGA, including but not limited to any correspondence involving Yoshinao Negishi.

**OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate or overlap in subject matter with other requests propounded by the Defendants.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

**REQUEST NO. 158:**

Please produce all Documents Concerning the negotiations of the 2014 Settlement Agreement between UEC and AGA, including but not limited to any correspondence involving Yoshitaka

1 Fujihara.

2 **OBJECTIONS AND RESPONSE:**

3 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
4 Instructions as if fully set forth herein.

5 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
6 purports to request the production of “all” or “each and every” document in the requested category  
7 of documents. Such a request for all documents is unduly burdensome in particular given the  
8 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
9 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
10 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
11 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
12 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
13 request the production of information subject to the attorney-client privilege, the work product  
14 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly  
15 burdensome to the extent it purports to request documents that are, or should be, within the  
16 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as  
17 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other  
18 requests propounded by the Defendants.

19 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and  
20 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
21 to the extent that such information exists.

22  
23 **REQUEST NO. 159:**

24 Please produce all Documents Concerning Section 2(2) (titled “Recording of non-operating loss and  
25 extraordinary loss and details thereof”) in the June 8, 2010 UEC Press Release which states: “In the  
26 fiscal year ended March 31, 2009, the Company transferred shares of Aruze Gaming America, Inc.  
27 (hereinafter referred to as “AGA”) and excluded AGA from the consolidation group of the  
28 Company. The transfer price was set as approximately 2.3 billion yen in accordance with an

1 evaluation by a third party evaluation organization based on the book value as of the settlement of  
2 accounts of AGA (end of December 2008) as the reference date for the transfer. In fact, however, it  
3 was found that the assets recorded on the book had no substantive value and that there were barely  
4 any assets to be transferred. Accordingly, based on a provision in the basic agreement stating “A  
5 closing period shall be set for six months with the capital increase in the amount of approximately  
6 1.5 billion yen which was executed on August 19, 2008 as its preliminary step,” the Company  
7 conducted another inspection and sorting-out of assets and liabilities to be transferred. Since it was  
8 recognized that assets to be transferred barely existed as a result of such inspection and sorting-out  
9 of assets and liabilities, approximately 2,321 million yen was recorded as loss on review of share  
10 transfer value. The Audit Committee of the Company has expressed its opinion that the series of  
11 such revisions were appropriate.”

12 **OBJECTIONS AND RESPONSE:**

13 Plaintiff incorporates each of its General Objections and its Objections to Definitions and  
14 Instructions as if fully set forth herein.

15 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it  
16 purports to request the production of “all” or “each and every” document in the requested category  
17 of documents. Such a request for all documents is unduly burdensome in particular given the  
18 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request  
19 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney  
20 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a  
21 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
22 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
23 request the production of information subject to the attorney-client privilege, the work product  
24 doctrine or any other recognized privilege or immunity.

25 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and  
26 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
27 to the extent that such information exists.

**REQUEST NO. 160:**

Please produce all Documents Concerning the “evaluation by a third party evaluation organization based on the book value as of the settlement of accounts of AGA (end of December 2008)” which is referenced in Section 2(2) (titled “Recording of nonoperating loss and extraordinary loss and details thereof”) in the June 8, 2010 UEC Press Release which states: “In the fiscal year ended March 31, 2009, the Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as “AGA”) and excluded AGA from the consolidation group of the Company. The transfer price was set as approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation organization based on the book value as of the settlement of accounts of AGA (end of December 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded on the book had no substantive value and that there were barely any assets to be transferred. Accordingly, based on a provision in the basic agreement stating “A closing period shall be set for six months with the capital increase in the amount of approximately 1.5 billion yen which was executed on August 19, 2008 as its preliminary step,” the Company conducted another inspection and sorting-out of assets and liabilities to be transferred. Since it was recognized that assets to be transferred barely existed as a result of such inspection and sorting-out of assets and liabilities, approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit Committee of the Company has expressed its opinion that the series of such revisions were appropriate.” (emphasis added).

**OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a

1 reasonable list of custodians whose job responsibilities would indicate that they were in possession  
2 of potentially responsive information. Plaintiff objects to this request to the extent it purports to  
3 request the production of information subject to the attorney-client privilege, the work product  
4 doctrine or any other recognized privilege or immunity.

5 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
6 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
7 to the extent that such information exists.

8  
9 **REQUEST NO. 161:**

10 Please produce all Documents Concerning the statement "it was found that the assets recorded on  
11 the book had no substantive value and that there were barely any assets to be transferred" which is  
12 referenced in Section 2(2) (titled "Recording of nonoperating loss and extraordinary loss and details  
13 thereof") in the June 8, 2010 UEC Press Release which states: "In the fiscal year ended March 31,  
14 2009, the Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as  
15 "AGA") and excluded AGA from the consolidation group of the Company. The transfer price was  
16 set as approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation  
17 organization based on the book value as of the settlement of accounts of AGA (end of December  
18 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded  
19 on the book had no substantive value and that there were barely any assets to be transferred.  
20 Accordingly, based on a provision in the basic agreement stating "A closing period shall be set for  
21 six months with the capital increase in the amount of approximately 1.5 billion yen which was  
22 executed on August 19, 2008 as its preliminary step," the Company conducted another inspection  
23 and sorting out of assets and liabilities to be transferred. Since it was recognized that assets to be  
24 transferred barely existed as a result of such inspection and sorting-out of assets and liabilities,  
25 approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit  
26 Committee of the Company has expressed its opinion that the series of such revisions were  
27 appropriate." (emphasis added).



**OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

**REQUEST NO. 162:**

Please produce all Documents Concerning the statement “the Company conducted another inspection and sorting-out of assets and liabilities to be transferred” which is referenced in Section 2(2) (titled “Recording of non-operating loss and extraordinary loss and details thereof”) in the June 8, 2010 UEC Press Release which states: “In the fiscal year ended March 31, 2009, the Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as “AGA”) and excluded AGA from the consolidation group of the Company. The transfer price was set as approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation organization based on the book value as of the settlement of accounts of AGA (end of December 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded on the book had no substantive value and that there were barely any assets to be transferred. Accordingly, based on a

provision in the basic agreement stating “A closing period shall be set for six months with the capital increase in the amount of approximately 1.5 billion yen which was executed on August 19, 2008 as its preliminary step,” the Company conducted another inspection and sorting-out of assets and liabilities to be transferred. Since it was recognized that assets to be transferred barely existed as a result of such inspection and sorting-out of assets and liabilities, approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit Committee of the Company has expressed its opinion that the series of such revisions were appropriate.” (emphasis added).

#### **OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

#### **REQUEST NO. 163:**

Please produce all Documents Concerning the statement “The Audit Committee of the Company has expressed its opinion that the series of such revisions were appropriate” which is referenced in Section 2(2) (titled “Recording of non-operating loss and extraordinary loss and details thereof”) in

the June 8, 2010 UEC Press Release which states: “In the fiscal year ended March 31, 2009, the Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as “AGA”) and excluded AGA from the consolidation group of the Company. The transfer price was set as approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation organization based on the book value as of the settlement of accounts of AGA (end of December 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded on the book had no substantive value and that there were barely any assets to be transferred. Accordingly, based on a provision in the basic agreement stating “A closing period shall be set for six months with the capital increase in the amount of approximately 1.5 billion yen which was executed on August 19, 2008 as its preliminary step,” the Company conducted another inspection and sorting-out of assets and liabilities to be transferred. Since it was recognized that assets to be transferred barely existed as a result of such inspection and sorting-out of assets and liabilities, approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit Committee of the Company has expressed its opinion that the series of such revisions were appropriate.” (emphasis added).

#### **OBJECTIONS AND RESPONSE:**

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and  
2 search, Plaintiff will produce responsive, non-privileged information within its custody and control  
3 to the extent that such information exists.

4  
5 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of November, 2018.

6  
7 By: /s/ Andrew Z. Weaver

8 Jay J. Schuttart, Esq.

9 Nevada Bar No. 8656

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ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

I certify that on the 28<sup>th</sup> day of November, 2018, a true and correct copy of the foregoing  
**PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANTS' SECOND REQUESTS  
FOR PRODUCTION OF DOCUMENTS (NOS. 139-163)** was served by the following method(s):

☒ Email: by electronically delivering a copy to the following email address:

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